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February 8, 2007

Date Mailed

Gigi Hoover

Name

Gigi Hoover

Signature

February 8, 2007

Date

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Yousseff

Serial No.: 09/276,021

Filed: March 25, 1999

For: RAPID TRAINING ECHO
CANCELLOR FOR
TELECOMMUNICATIONS
SYSTEM

Docket No.: 42390.P8950

Petitions Attorney: Brown, Alesia M.

Art Unit: 2614

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

REQUEST FOR RECONSIDERATION OF PETITION UNDER 37 C.F.R. § 1.47(b)

AND

PETITION TO REVIVE ABANDONED APPLICATION UNDER 37 C.F.R. § 1.137(b)

Dear Petitions Attorney Brown:

Presented herein is a request for reconsideration of petition under 37 C.F.R. § 1.47(b) in response to the Office's letter dismissing Petitioner's petition under 37 C.F.R. § 1.47(b) mailed October 2, 2006, in reference to the above-noted patent application. Also presented herein is a petition to revive under 37 C.F.R. § 1.137(b).

Petitioner respectfully requests that the Patent and Trademark Office ("PTO") consider the following remarks in regard to the above-referenced patent application.

REMARKS

Petitioner thanks the Petitions Attorney for a thorough review of the original petition, and respectfully requests reconsideration for the following reasons:

Petition under 37 C.F.R. § 1.47(b) dismissed

The PTO dismissed Petitioner's original petition under 37 C.F.R. § 1.47(b) because it failed to establish each of the six elements required by the PTO. Refer to the petition dismissal mailed October 2, 2006, attached hereto as **Exhibit A**.

Petitioner respectfully submits the following statements and facts in support of the request for reconsideration of the petition under 37 C.F.R. § 1.47(b).

(1) Proof the non-signing inventor cannot be reached

The PTO dismissed the original petition in part because "petitioner has failed to establish that the non-signing inventor [...] cannot be located for presentation of the application papers."

Petitioner respectfully submits that a *bona fide* effort has been made to locate the non-signing inventor for presentation of a complete copy of the application papers for execution of the oath or declaration, however, Petitioner still is unable locate the non-signing inventor.

The following actions were taken in an effort to locate the non-signing inventor for execution of an oath or declaration of a complete copy of the application papers:

1. On or about May 4, 1999: Paula Halsey of Kaplan & Gilman, LLP mailed a letter to non-signing inventor Yousseff at his employment address of record at Dialogic Corporation, 1515 Route 10, Parsippany, New Jersey 07054, requesting execution of the oath or declaration of an enclosed complete copy of the application papers.

There was no response to the letter. Refer to the letter dated May 4, 1999 attached hereto as **Exhibit B**.

2. June 25, 1999 through July 12, 1999: Kaplan & Gilman, LLP made several attempts to contact non-signing inventor Yousseff by calling colleagues at Yousseff's former employer, leaving phone messages, and contacting Yousseff's former supervisor, however, the efforts failed to locate Yousseff. Refer to handwritten notes from Attorney's client communications file attached hereto as **Exhibit C**.
3. On or about August 23, 1999: Petitioner filed the original petition under 37 C.F.R. § 1.47(b) requesting the PTO allow the assignee to sign the oath or declaration on behalf of the non-signing inventor. Refer to August 23, 1999 letter to Ted Weitz, Esq. attached hereto as **Exhibit D1**, and refer also to original petition and Yousseff's employment agreement attached hereto as **Exhibit D2** submitted concurrently with the original petition.
4. August 23, 1999 through August 22, 2006: Prosecution of the application continued. On July 11, 2003 a change of power of attorney was filed with the PTO. Refer to the notice of acceptance of power of attorney mailed August 18, 2003 attached hereto as **Exhibit E**. Blakely Sokoloff Taylor & Zafman, LLP, the present attorney of record, then continued prosecution of the application.
5. August 22, 2006: A notice of allowance was granted for the present application and received by Blakely Sokoloff Taylor & Zafman, LLP on August 24, 2006. Refer to notice of allowance attached hereto as **Exhibit F**.

6. October 2, 2006: The PTO mailed the letter of dismissal for the 37 C.F.R. § 1.47(b) petition alerting the Applicant and the present attorney of record that a properly executed oath or declaration still had not been filed for the present application. Refer to dismissal letter attached hereto as **Exhibit A**.
7. On or about November 1, 2006: Kristin Morrow, a paralegal with the law firm of Blakely Sokoloff Taylor & Zafman, LLP contacted a private investigation firm to locate non-signing inventor Yousseff, at the direction of the undersigned attorney. The private investigation firm searched for Yousseff by his social security number via a credit header search, and also spoke with the current residents at Yousseff's last known residence of 224 Lembeck Avenue, Apt. 2, Jersey City, New Jersey, 07305. The private investigation firm also searched for siblings and relatives, but did not find any. Refer to the email from Santoni, Skrifvars & Damerell Investigations attached hereto as **Exhibit G**. (Note: Yousseff's social security number has been redacted.)

Petitioner respectfully submits that the above mentioned efforts constitute a *bona fide* attempt to locate non-signing inventor Yousseff, and respectfully request the PTO accept the attached exhibits as proof of such efforts.

(2) Acceptable oath or declaration in compliance with 35 U.S.C. §§ 115 and 116

The PTO rejected the previously submitted oath or declaration because it failed to "identify the inventor by name, residence, mailing address, and citizenship."

Petitioner submits concurrently herewith a properly executed oath or declaration signed on behalf of the non-signing inventor by an authorized attorney of record for Intel Corporation,

the present assignee of the above referenced application. Refer to the notice of acceptance of power attorney attached hereto as **Exhibit E**.

(3) The petition fee

The PTO did not object to the payment of the petition fee, however, Petitioner hereby authorizes the PTO to charge our Deposit Account No. 02-2666 for any additional fee(s) that may be due in this matter, and please credit the same deposit account for any overpayment.

(4) Statement of the last known address of the non-signing inventor

Petitioner respectfully submits that the last known addresses for the non-signing inventor are as follows:

Residential address:

Mr. Khalid Yousseff
224 Lembeck Avenue, Apt. #2
Jersey City, NJ 07305
USA

Employment address:

Mr. Khalid Yousseff
Dialogic Corporation
1515 Route 10
Parsippany, New Jersey 07054
USA

(5) Proof of proprietary interest

The PTO did not object to the proof of proprietary interest previously submitted on behalf of Dialogic Corporation. However, all rights, title, and interest in the above application have since been assigned from Dialogic Corporation to Intel Corporation. Refer to the notice of recordation of assignment document dated July 11, 2003 attached hereto as **Exhibit H**. Also attached is the assignment from non-signing inventor Yousseff to Dialogic Corporation via

Yousseff's original employment agreement, of which he was subject to at the time of invention.
Refer to employment agreement attached hereto as **Exhibit I**.

(6) Showing that such action is required to preserve rights of parties

The PTO rejected the original petition in part because Petitioner "failed to present a showing that action under 37 CFR 1.47 is required to preserve the rights of the parties... ."

Petitioner respectfully submits that action under 37 C.F.R. § 1.47 is required to protect the rights of Intel Corporation who has a legal right to the claimed invention, having acquired such rights from Dialogic Corporation for due consideration. Dialogic Corporation acquired its rights from the non-signing inventor Yousseff for due consideration.

Petitioner further submits that Assignee Intel Corporation will suffer irreparable harm if action under 37 C.F.R. § 1.47 is not taken as Assignee will be inequitably barred from exercising its legal rights under the claimed invention.

Petition to revive abandoned application under 37 C.F.R. § 1.137(b)

The above referenced application went abandoned on November 23, 2006 for failure to pay the issue fee requested by the PTO in its notice of allowance mailed August 22, 2006.

Submitted concurrently herewith is a petition to revive the abandoned application under 37 C.F.R. § 1.137(b), including the required petition fee, and the application issue fee in response to the notice of allowance.

CONCLUSION

Given the above statements and accompanying exhibits, Petitioner respectfully requests that the PTO grant the requested action. If there are any informalities or questions that can be addressed via telephone, the Petitions Attorney is encouraged to contact the undersigned attorney at (503) 439-8778.

Charge Deposit Account

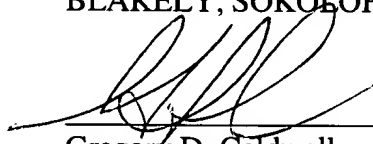
Please charge our Deposit Account No. 02-2666 for any additional fee(s) that may be due in this matter, and please credit the same deposit account for any overpayment.

Respectfully submitted,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

Date:

1/19/07



Gregory D. Caldwell
Attorney for Petitioner
Registration No. 39,926

Blakely, Sokoloff, Taylor & Zafman LLP
12400 Wilshire Boulevard, Seventh Floor
Los Angeles CA 90025-1030
Phone: (503) 439-8778
Facsimile: (503) 439-6073

Exhibit

A



082
UNITED STATES PATENT AND TRADEMARK OFFICE

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www.uspto.gov

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
LOS ANGELES

COPY MAILED

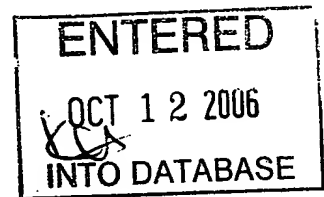
OCT 02 2006

OFFICE OF PETITIONS

Q.P.8950
INTEL
EHT

Gregory D Caldwell
Blakely Sokoloff Taylor & Zafman LLP
12400 Wilshire Boulevard Seventh Floor
Los Angeles CA 90025

In re Application of :
Yousseff :
Application No. 09/276,021 : UNDER 37 CFR 1.47(b)
Filed: March 25, 1999 :
Atty. Dkt. No.: 024/1 :
For: RAPID TRAINING ECHO :
CANCELLOR FOR :
TELECOMMUNICATIONS SYSTEM :



This decision is in response to the petition under 37 CFR 1.47(b),
filed September 7, 1999.

The petition is **DISMISSED**.

Rule 47 applicant is given TWO MONTHS from the mailing date of this
decision to reply, correcting the below-noted deficiencies. Any
reply should be entitled "Request for Reconsideration of Petition
Under 37 CFR 1.47(b)," and should only address the deficiencies
noted below, except that the reply may include an oath or
declaration executed by the non-signing inventor. Failure to
respond will result in abandonment of the application. Any
extensions of time will be governed by 37 CFR 1.136(a).

The above-identified application was filed March 25, 1999 without
an executed oath or declaration. Accordingly, a Notice to File
Missing Parts of Nonprovisional Application ("Notice") was mailed
April 29, 1999 requiring an executed oath or declaration and a
surcharge.

A grantable petition under 37 CFR 1.47(b) requires: (1) proof that
the non-signing inventor cannot be reached or refuses to sign the
oath or declaration after having been presented with the
application papers (specification, claims and drawings); (2) an
acceptable oath or declaration in compliance with 35 U.S.C. §§ 115
and 116; (3) the petition fee; (4) a statement of the last known
address of the non-signing inventor; (5) proof of proprietary
interest; and (6) a showing that such action is required to
preserve the rights of the parties or to prevent irreparable
damages.

Entered into FIP
By: [Signature]

The instant petition fails to satisfy items (1), (2), (4), and (6) set forth above.

As to item (1), petitioner has failed to establish that the non-signing inventor has refused to execute the oath or declaration after having been presented with the complete application papers (specification including claims, drawings, and oath or declaration) or cannot be located for presentation of the application papers.

The instant petition fails to set forth if petitioner alleges the non-signing inventor has refused to execute the oath or declaration after having been presented with a complete copy of the application papers or if petitioner alleges the non-signing inventor cannot be located for presentation of the application papers.

There is no evidence to establish the non-signing inventor received a complete copy of the application papers and thereafter refused to execute the oath or declaration.

Before a refusal to sign an oath or declaration can be alleged, it must be demonstrated that a *bona fide* effort has been made to present a complete copy of the application papers (specification, including claims, drawings, and oath or declaration) to the non-signing inventor at the non-signing inventor's last known address, typically a residential address.

Any renewed petition must establish that the non-signing inventor was presented with a complete copy of the application papers and thereafter refused to execute the oath or declaration.

Where a refusal of the inventor to sign the application papers is alleged, the circumstances of the presentation of the application papers and of the refusal must be specified in a statement of facts by the person who presented the inventor with the application papers and/or to whom the refusal was made. Proof that a *bona fide* attempt was made to present a copy of the application papers (specification, including claims, drawings, and oath or declaration) to the non-signing inventor for signature, but the inventor refused to accept delivery of the papers or expressly stated that the application papers should not be sent, may be sufficient.

Any renewed petition should be accompanied by evidence to establish that the non-signing inventor was sent a complete copy of the application papers (specification, claims, drawings, and oath or declaration) and thereafter refused to execute the declaration. Petitioner may wish to provide the Office copies of letters sent to the inventor indicating the enclosure of the application papers (specification, claims, drawings, and oath or declaration). If after the inventor receives the application papers and requests to execute the oath or declaration are refused, these facts should be set forth in a statement of facts signed by the person to whom the refusals were made and detailing with specificity the exact manner of the refusals. If a written refusal has been made, a copy of the written refusal should be included on renewed petition. Petitioner's attention is directed to MPEP 409.03(d) for further guidance.

Petitioner has failed to establish the non-signing inventor cannot be reached or located.

Petitioner is reminded that before it is alleged that an inventor cannot be reached or located, petitioner is required to demonstrate that diligent effort has been exerted to locate the non-signing inventor for presentation of a complete copy of the application papers (specification, including claims, drawings, and oath or declaration).

Petitioner has failed to establish that diligent effort has been made to locate the inventor.

Any renewed petition must be supported by evidence that sufficiently establishes that despite diligent effort, the non-signing inventor cannot be located. A statement of facts should be submitted that fully describes the exact facts that are relied on to establish that a *diligent effort* was made to locate the non-signing inventor. The statement of facts must be signed, where at all possible, by a person having *firsthand knowledge* of the facts recited therein. Statements based on hearsay, will not normally be accepted. At the very least, a search of the internet, human resource records, telephone directories, etc. should be undertaken in regions where it is suspected the non-signing inventors may reside. Petitioner should reference and supply evidence of any such searches in a renewed petition. See, MPEP 409.03(d).

As to item (2), the petition is not accompanied by an oath or declaration properly executed on behalf of the non-signing inventor. The declaration is unacceptable as it fails to identify

Alesia M. Brown
Petitions Attorney
Office of Petitions

Exhibit

B

KAPLAN & GILMAN, L.L.P.

COUNSELORS AT LAW

MICHAEL R. GILMAN†
JEFFREY I. KAPLAN

OF COUNSEL
RONALD B. GOLDSTEIN††
FRANCINE M. MEYER

† ADMITTED ONLY IN NY & CT
†† ADMITTED ONLY IN NY

900 ROUTE 9 NORTH
WOODBIDGE, NEW JERSEY 07095
TELEPHONE (732) 634-7634
FACSIMILE (732) 634-6887

73 CROTON AVENUE
OSSINING, NEW YORK 10562
TELEPHONE (914) 923-6240
FACSIMILE (914) 923-6258

May 4, 1999

Mr. Khalid Youssef
Dialogic Corporation
1515 Route 10
Parsippany New Jersey, 07054

**Re: U.S. Patent Application Serial No. 09/276,021 for
RAPID TRAINING ECHO CANCELLOR
FOR TELECOMMUNICATIONS SYSTEM**

Dear Khalid:

As per our telephone conversation of today, enclosed please find a copy of the papers that were filed on March 24, 1999 in regard to the above-captioned patent application.

Also enclosed is a Declaration and Power of Attorney, and Assignment form, which we ask that you please sign and date (notarizing the Assignment) and return to this office for filing in the U.S. Patent and Trademark Office at the appropriate time.

Thank you and regards.

Very truly yours,

KAPLAN & GILMAN, L.L.P.


Paula M. Halsey
Legal Assistant

JIK/pa
Enclosures

P:\JKaplan\Dialogic Corporation\Correspondence\Youssef ltr encl filed appl and other docs to sign.wpd

Declaration and Power of Attorney

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled **RAPID TRAINING ECHO CANCELLOR FOR TELECOMMUNICATIONS SYSTEM** the specification of which (check one) X is attached hereto. X was filed on March 25, 1999, as Application Serial No. 09/276,021 and was amended on (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37 Code of Federal Regulations, §1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)

NONE

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

Prior United States Application(s)

NONE

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under § 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

And I hereby appoint: **Michael R. Gilman**(Reg. No. 34,826) and
Jeffrey I. Kaplan (Reg. No. 34,356)

whose address is KAPLAN & GILMAN, L.L.P., 900 Route 9 North, 5th Floor, Woodbridge New Jersey 07095 — telephone (732) 634-7634 — jointly and severally my attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

Direct correspondence and telephone calls to: Jeffrey I. Kaplan, Esq.

Full name of FIRST JOINT INVENTOR :	<u>Khalid Youssef</u>
Inventor's Signature:	<u>X</u>
Date:	<u>X</u>
Residence:	<u>224 Lembeck Avenue</u>
	<u>Jersey City, NJ 07305</u>
Citizenship:	<u>U.S.A.</u>
Post Office Address:	<u></u>

Assignment of Patent Rights

Date: _____, 1999

Assignor: Mr. Khalid Youssef
Address: 224 Lembeck Avenue
Jersey City, NJ 07305

Assignor:
Address:

Assignee: Dialogic Corporation
Address: 1515 Route 10
Parsippany, NJ 07054

Assignor:
Address:

Assignor:
Address:

If there is more than one Assignor or Assignee, the words "Assignor" and "Assignee" shall include them.

This assignment relates to:

☐ a United States patent application signed by Assignor on _____, 1998 and entitled _____; or

☒ a United States patent application filed in the U.S. Patent and Trademark Office on March 25, 1999 assigned Serial No. 09/276,021; or

☐ an issued United States patent, issued on _____, 19__, under United States Patent No. _____.

This patent application or issued patent is hereinafter referred to as "the Patent".

Assignor has received Ten Dollars (\$10.00) and other good and valuable consideration for this assignment.

Assignor assigns to Assignee all of Assignor's right, title and interest in the Patent, the invention described and claimed in the Patent, and all patents that may issue based on the invention and on the Patent in the United States and in every foreign country. *Assignor also assigns to Assignee all priority rights in the Patent.**

*In those countries where permitted, the Assignor authorizes the Assignee to apply for patents for the invention directly in Assignee's name.** Assignor authorizes the Commissioner of Patents and Trademarks or other governmental authority to issue all patents for the invention directly to Assignee.

Assignor states that Assignor has the right to grant to Assignee the rights which are assigned by this assignment. Assignor will sign any additional documents as may be needed to carry out the purpose of this assignment.

This assignment is binding on all parties who lawfully succeed to the rights of or take the place of Assignor or Assignee.

The undersigned hereby grant(s) to the firm of Kaplan & Gilman, L.L.P., 900 Route 9 North, Woodbridge, New Jersey 07095, the power to insert on this assignment any further identification of the Patent which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office concerning recordation of this document.

* Strike italicized sections only if foreign rights are not intended to be assigned.

The effective date of this assignment is the date at the top of this assignment.

SIGNATURE(S)			DATE	TYPED OR PRINTED NAME(S)
<hr/>			<hr/>	<hr/>
First Name	Middle Initial	Last Name		Khalid Youssef
<hr/>			<hr/>	<hr/>
First Name	Middle Initial	Last Name		
<hr/>			<hr/>	<hr/>
First Name	Middle Initial	Last Name		
<hr/>			<hr/>	<hr/>
First Name	Middle Initial	Last Name		

STATE OF

COUNTY OF

On before me personally came

to me known to be the Assignor(s) described in and who executed the foregoing Assignment, and the Assignor(s) duly acknowledged to me execution of the same.

Notary Public

STATE OF

COUNTY OF

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Notary Public

Exhibit

C

[C
— Called Nash re. 6/25
papers from Khalid -
She will call -

— She's called 2x 6/29
— I left message 7/7
— Jeff left message 7/9

— Call Nash 7/12
She will contact
his supervisor.



Exhibit

D1

KAPLAN & GILMAN, L.L.P.

COUNSELORS AT LAW

MICHAEL R. GILMAN*
JEFFREY I. KAPLAN

OF COUNSEL
RONALD B. GOLDSTEIN
FRANCINE M. MEYER

* ADMITTED ONLY IN NY & CT

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73 CROTON AVENUE
OSSINING, NEW YORK 10562
TELEPHONE (914) 923-6240
FACSIMILE (914) 923-6258

August 23, 1999

VIA FEDEX

Ted Weitz, Esq.
General Counsel
Dialogic Corporation
1515 Route 10
Parsippany, NJ 07054

**Re: U.S. Patent Application Serial No. 09/276,021 for
RAPID TRAINING ECHO CANCELLOR FOR
TELECOMMUNICATIONS SYSTEM**

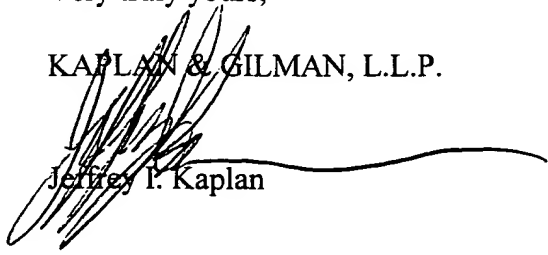
Dear Ted:

Enclosed for your review, please find a Petition for Filing When an Inventor Refuses to Sign or Cannot Be Reached, a Petition for Extension of Time, Declaration and Power of Attorney and Khalid Youssef's Employee Proprietary Information and Innovation Agreement. Kindly sign and date the Declaration and Power of Attorney and return it to this office as soon as possible for filing in the Patent Office.

Should you have any questions, please do not hesitate to call.

Very truly yours,

KAPLAN & GILMAN, L.L.P.


Jeffrey I. Kaplan

JIK/pa
Enclosures

P:\UKaplan\Dialogic Corporation\Correspondence\Weitz Itr encl petition, etc

Declaration and Power of Attorney

On the belief that Khalid Youssef is the named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

On the belief that Khalid Youssef is the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled **RAPID TRAINING ECHO CANCELLOR FOR TELECOMMUNICATIONS SYSTEM** the specification of which (check one) X is attached hereto. X was filed on March 25, 1999, as Application Serial No. 09/276,021 and was amended on _____ (if applicable).

On the belief that Khalid Youssef would have stated that he had have reviewed and understood the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

On the belief that Khalid Youssef would have acknowledged the duty to disclose information which is material to the examination of this application in accordance with Title 37 Code of Federal Regulations, §1.56.

On the belief that Khalid Youssef would claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)

NONE

On the belief that Khalid Youssef would claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, Khalid Youssef would acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

Prior United States Application(s)

NONE

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under § 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

And I hereby appoint:

Michael R. Gilman(Reg. No. 34,826) and
Jeffrey I. Kaplan (Reg. No. 34,356)

whose address is KAPLAN & GILMAN, L.L.P., 900 Route 9 North, 5th Floor, Woodbridge New Jersey 07095 — telephone (732) 634-7634 — jointly and severally my attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

Direct correspondence and telephone calls to: Jeffrey I. Kaplan, Esq.

Full name of **Corporate Officer** :

Theodore M. Weitz
General Counsel and Vice President

Officer's Signature:

X

Date:

X

Residence:

X 223 Lincoln Avenue

X Ridge wood, NJ 07450

Citizenship:

U.S.A.

Post Office Address:

(Same as above)

Exhibit

D2

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : **Khalid Youssef**
Assignee : **Dialogic Corporation**
Title of Invention : **RAPID TRAINING ECHO CANCELLOR FOR
TELECOMMUNICATIONS SYSTEM**
Serial No. : **09/276,021**
Date Filed : **March 25, 1999**

Box MISSING PARTS
Assistant Commissioner for Patents
Washington, DC 20231

**PETITION FOR FILING WHEN AN INVENTOR REFUSES
TO SIGN OR CANNOT BE REACHED (37 C.F.R. 1.47 (B))**

SIR:

This is a petition for filing when an inventor refuses to sign or cannot be reached (37C.F.R. 1.47(b)). This petition is being made by the Vice President and General Counsel of the Company for which the named inventor worked, Dialogic Corporation, and shows sufficient proprietary interest in the matter to justify such actions to make application for patent on behalf of and as agent for the inventor.

The subject of this petition is the absence of the inventor, Khalid Youssef. Mr. Youssef was employed as an engineer for the Dialogic Corporation. Mr. Youssef resigned after the completion of the invention claimed in application number 09/276,021. Before signing the assignment from himself to the Dialogic Corporation an unforeseen family emergency arose in Mr. Youssef's native country of Egypt, Mr. Youssef left the United States without making a written assignment of the 09/276,021 patent application to the Dialogic Corporation. However, Mr. Youssef did execute an employment contract (copy attached) whereby he effectively assigned all right, title, and interest of any inventions and Work for Hire to the Corporation (see section 2 of the attached agreement).

Although every reasonable and diligent effort has been made, it has not been possible to reach Mr. Youssef. Mr. Youssef's last known whereabouts were:

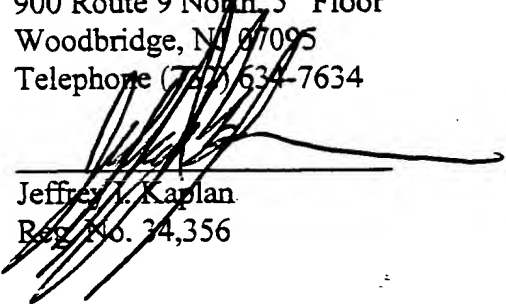
Mr. Khalid Youssef
224 Lembeck Avenue
Jersey City, NJ 07305

The subject matter of the patent application at issue, 09/276,021, is that of an invention in the cutting edge art of telecommunications. Due to the staggering speed of innovation in this field we believe that any delay in time will cause irreparable harm to the rights of the parties. We respectfully request the Office to grant our petition to file when an inventor refuses to sign or cannot be reached.

Please find enclosed the required fee of \$130.00 pursuant to §1.17(h)

Respectfully Submitted,

KAPLAN & GILMAN, L.L.P.
900 Route 9 North, 5th Floor
Woodbridge, NJ 07095
Telephone (732) 634-7634



Jeffrey I. Kaplan
Reg. No. 34,356

AIK/JIK/pa
Enclosures

S:\Kaplan\Dialogic Corporation\PTO\Petitions\Petition when inventor cannot be reached.wpd



DIALOGIC CORPORATION
1515 Route Ten, Parsippany, New Jersey 07054

Page 1 of 2

EMPLOYEE PROPRIETARY INFORMATION & INNOVATION AGREEMENT

Employee: Khalid Youssef
Print Full Name

THIS AGREEMENT made between me, the above named person, and Dialogic Corporation, herein after referred to as "Dialogic" or "the Corporation". WITNESSETH:

Dialogic has developed and used technical and non-technical information vital to the success of the Corporation's business. Generally, Dialogic employees become acquainted with this information and, depending on job assignments and responsibilities, may contribute to it either through inventions, discoveries, improvements, computer programs, mask works, works for authorship (collectively called "Innovations"), or through studies, analyses, proposals, business plans (collectively called "Work for Hire") or otherwise. Therefore it is necessary for Dialogic to protect certain of this technical and non-technical information generated by its employees by holding it as proprietary and confidential, or by obtaining statutory protection (patents, trademarks, mask works, copyrights) or common law protection (trade secrets) or both.

In consideration of and as part of the terms of my employment by Dialogic and the salary or wages paid me during such employment, it is hereby agreed:

1. PROPRIETARY INFORMATION

I shall not, except as authorized by the Corporation, at any time during or after my employment directly or indirectly disclose to any other person or entity any proprietary or sensitive information of the Corporation or of others (collectively called "Proprietary Information"), which has come into the Corporation's or my possession in the course of my employment with the Corporation; nor shall I use any such Proprietary Information for my personal use or advantage or make it available to others. Proprietary Information includes existing and contemplated technical information such as, for example, compositions, formulas, products, processes, methods, systems, designs, specifications, mask works, testing or evaluation procedures, machines, manufacturing procedures, production techniques, research and development activities, inventions, discoveries and improvements and also existing and contemplated business, marketing and financial information such as, for example, business plans and methods, marketing information, cost estimates, forecast, financial data, new business acquisition/proposal information, customer identification, and sources of supply.

All information, both technical and non-technical, regarding the Corporation's businesses in whatever form, including but not limited to text, drawing, mask works, or computer software programs or documents, is presumed to be proprietary and confidential until it becomes public information lawfully and without breach of confidential obligation.

2. INNOVATIONS

I agree to disclose promptly and fully to the Corporation all Innovations and/or Work for Hire, whether or not patentable, copyrightable or registerable, including but not limited to products, processes, methods, systems, designs, techniques, mask works, computer programs, facilities, equipment, prototypes, and devices that have been or may be conceived, made or authored by me solely or jointly with others during the period of my employment with the Corporation; (a) which are along the lines of or relate to the business, work, or investigations of the Corporation or of any company with which it is affiliated; (b) which result from or arise out of any work that I may do for or on behalf of the Corporation; (c) which result from or arise out of any Proprietary Information that may have been disclosed or otherwise made available to me as a result of duties assigned me by the Corporation; or (d) that are otherwise made through the use of the Corporation's time, facilities, or materials. All such Innovations and Work for Hire shall be the sole and exclusive property of Dialogic and I hereby assign to the Corporation all of my right, title and interest therein.

3. EXECUTION OF DOCUMENTS

I also agree to execute assignments to the Corporation or its assigns, nominees, or successors of all my right, title or interest in and to: (a) any and all Innovations described in paragraph 2 above; (b) any and all patent, trademark, copyright and mask works registration applications therefor; (c) all priority rights acquired under the International Convention for Protection of Industrial Property by filing of such applications; and (d) all patents, trademark, copyright and mask works registrations that may be granted therefor throughout the world. I further agree during and after my employment to sign all lawful papers and otherwise assist without charge and in every lawful way the Corporation and its assigns, nominees or successors at its or their request to obtain, and sustain such patents, trademark, copyright and mask works registrations for its benefit in any and all countries.

**EMPLOYEE PROPRIETARY INFORMATION & INNOVATION AGREEMENT**

Employee: Khalid Youssef
Print Full Name

4. NOTICE OF RIGHTS UNDER STATE STATUTES

No provision in this agreement is intended to require assignment of any of my rights in an invention for which no equipment, supplies, facilities, or trade secret information of the Corporation was used, and which was developed entirely on my own time, unless such invention (1) relates to the business of the Corporation or to the actual or demonstrably anticipated research or development of the Corporation; or (2) results from any work performed by me for the Corporation.

5. RECORDS AND DOCUMENTS

All record, documents, and other writings including text, drawings, computer software programs, mask works or works of authorship relating to or containing Proprietary Information as defined above, and which are prepared or created by me, or which may come into my possession during my employment, are deemed to be the property of the Corporation. Upon termination of my employment, I agree to leave all such records, documents, and writings and all copies thereof with the Corporation.

6. LEGALLY BINDING AGREEMENT

This Agreement shall be binding upon my, my heirs, administrators, assigns, executors, or other legal representatives and shall be binding upon and more to the benefit of Dialogic, its assigns, nominees or successors, however, neither this Agreement nor any provision thereof shall be construed to be an employment agreement. I agree that either during or after my employment the Corporation may advise others of the existence of this agreement and the provision of all or any part thereof.

7. PRIOR INVENTIONS

Listed and briefly described below are all inventions not previously assigned to my former employers and which I conceived and made prior to my employment with Dialogic. Such listed inventions are not included under this Agreement. I agree to notify the Corporation promptly in writing if their actual or projected use comes to my attention. I also agree that I will not disclose to or use on behalf of Dialogic any proprietary or confidential information of any third party without authorization therefrom.

DIALOGIC CORPORATION**EMPLOYEE**

By: Alan Hixty
Staffing Manager

Signature of Employee: Khalid Youssef
Date: 8/25/97

The following list represents my previous inventions and other created innovations not previously assigned to my former employers which I conceived prior to my employment with Dialogic:

Exhibit

E



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER OF PATENTS AND TRADEMARKS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

Label

APPLICATION NUMBER	FILING OR 371 (c) DATE	FIRST NAMED APPLICANT	ATTY. DOCKET NO./TITLE
09/276,021	03/25/1999	KHALID YOUSSEFF	024/1 42390-P8950

CONFIRMATION NO. 1550

Gregory D Caldwell
Blakely Sokoloff Taylor & Zafman LLP
12400 Wilshire Boulevard Seventh Floor
Los Angeles, CA 90025

NO DOCKETING REQUIRED
AD



Date Mailed: 08/18/2003

NOTICE OF ACCEPTANCE OF POWER OF ATTORNEY

AUG 27 2003

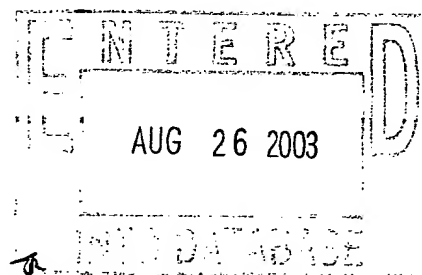
This is in response to the Power of Attorney filed 07/11/2003.

The Power of Attorney in this application is accepted. Correspondence in this application will be mailed to the above address as provided by 37 CFR 1.33.

RECEIVED

AUG 21 2003

BLAKELY, SOKOLOFF TAYLOR & ZAFMAN LLP
LOS ANGELES



[Signature]

BOBBIE L DAVENPORT
2600 (703) 308-9493

ATTORNEY/APPLICANT COPY



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER OF PATENTS AND TRADEMARKS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NUMBER	FILING OR 371 (c) DATE	FIRST NAMED APPLICANT	ATTY. DOCKET NO./TITLE
09/276,021	03/25/1999	KHALID YOUSSEFF	024/1

KAPLAN & GILMAN
900 ROUTE 9 NORTH
WOODBIDGE,, NJ 07095

CONFIRMATION NO. 1550



OC000000010714782

Date Mailed: 08/18/2003

NOTICE REGARDING CHANGE OF POWER OF ATTORNEY

This is in response to the Power of Attorney filed 07/11/2003.

- The Power of Attorney to you in this application has been revoked by the assignee who has intervened as provided by 37 CFR 3.71. Future correspondence will be mailed to the new address of record(37 CFR 1.33).



BOBBIE L DAVENPORT
2600 (703) 308-9493

NEW ATTORNEY/AGENT COPY

Exhibit

F

NALL
UNITED STATES PATENT AND TRADEMARK OFFICEUNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

NOTICE OF ALLOWANCE AND FEE(S) DUE

7590 08/22/2006
Gregory D Caldwell
Blakely Sokoloff Taylor & Zafman LLP
12400 Wilshire Boulevard Seventh Floor
Los Angeles, CA 90025

RECEIVED

AUG 24 2006

EXAMINER	
HAROLD, JEFFEREY F	
ART UNIT	PAPER NUMBER

2614
DATE MAILED: 08/22/2006BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
LOS ANGELES

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/276,021	03/25/1999	KHALID YOUSSEFF	024/1	1550

TITLE OF INVENTION: RAPID TRAINING ECHO CANCELLOR FOR TELECOMMUNICATIONS SYSTEM

APPLN. TYPE	SMALL ENTITY	ISSUE FEE DUE	PUBLICATION FEE DUE	PREV. PAID ISSUE FEE	TOTAL FEE(S) DUE	DATE DUE
nonprovisional	NO	\$1400	\$0	\$0	\$1400	11/22/2006

THE APPLICATION IDENTIFIED ABOVE HAS BEEN EXAMINED AND IS ALLOWED FOR ISSUANCE AS A PATENT. PROSECUTION ON THE MERITS IS CLOSED. THIS NOTICE OF ALLOWANCE IS NOT A GRANT OF PATENT RIGHTS. THIS APPLICATION IS SUBJECT TO WITHDRAWAL FROM ISSUE AT THE INITIATIVE OF THE OFFICE OR UPON PETITION BY THE APPLICANT. SEE 37 CFR 1.313 AND MPEP 1308.

THE ISSUE FEE AND PUBLICATION FEE (IF REQUIRED) MUST BE PAID WITHIN THREE MONTHS FROM THE MAILING DATE OF THIS NOTICE OR THIS APPLICATION SHALL BE REGARDED AS ABANDONED. THIS STATUTORY PERIOD CANNOT BE EXTENDED. SEE 35 U.S.C. 151. THE ISSUE FEE DUE INDICATED ABOVE DOES NOT REFLECT A CREDIT FOR ANY PREVIOUSLY PAID ISSUE FEE IN THIS APPLICATION. IF AN ISSUE FEE HAS PREVIOUSLY BEEN PAID IN THIS APPLICATION (AS SHOWN ABOVE), THE RETURN OF PART B OF THIS FORM WILL BE CONSIDERED A REQUEST TO REAPPLY THE PREVIOUSLY PAID ISSUE FEE TOWARD THE ISSUE FEE NOW DUE.

HOW TO REPLY TO THIS NOTICE:

I. Review the SMALL ENTITY status shown above.

If the SMALL ENTITY is shown as YES, verify your current SMALL ENTITY status:

A. If the status is the same, pay the TOTAL FEE(S) DUE shown above.

B. If the status above is to be removed, check box 5b on Part B - Fee(s) Transmittal and pay the PUBLICATION FEE (if required) and twice the amount of the ISSUE FEE shown above, or

If the SMALL ENTITY is shown as NO:

A. Pay TOTAL FEE(S) DUE shown above, or

B. If applicant claimed SMALL ENTITY status before, or is now claiming SMALL ENTITY status, check box 5a on Part B - Fee(s) Transmittal and pay the PUBLICATION FEE (if required) and 1/2 the ISSUE FEE shown above.

II. PART B - FEE(S) TRANSMITTAL, or its equivalent, must be completed and returned to the United States Patent and Trademark Office (USPTO) with your ISSUE FEE and PUBLICATION FEE (if required). If you are charging the fee(s) to your deposit account, section "4b" of Part B - Fee(s) Transmittal should be completed and an extra copy of the form should be submitted. If an equivalent of Part B is filed, a request to reapply a previously paid issue fee must be clearly made, and delays in processing may occur due to the difficulty in recognizing the paper as an equivalent of Part B.

III. All communications regarding this application must give the application number. Please direct all communications prior to issuance to Mail Stop ISSUE FEE unless advised to the contrary.

IMPORTANT REMINDER: Utility patents issuing on applications filed on or after Dec. 12, 1980 may require payment of maintenance fees. It is patentee's responsibility to ensure timely payment of maintenance fees when due.

Entered into FIP
By: khENTERED
AUG 28 2006
INTO DATABASE

PART B - FEE(S) TRANSMITTAL

Complete and send this form, together with applicable fee(s), to: **Mail Stop ISSUE FEE**
Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450
 or **Fax (571)-273-2885**

INSTRUCTIONS: This form should be used for transmitting the **ISSUE FEE** and **PUBLICATION FEE** (if required). Blocks 1 through 5 should be completed where appropriate. All further correspondence including the Patent, advance orders and notification of maintenance fees will be mailed to the current correspondence address as indicated unless corrected below or directed otherwise in Block 1, by (a) specifying a new correspondence address; and/or (b) indicating a separate "FEE ADDRESS" for maintenance fee notifications.

CURRENT CORRESPONDENCE ADDRESS (Note: Use Block 1 for any change of address)

7590 08/22/2006

Gregory D Caldwell
Blakely Sokoloff Taylor & Zafman LLP
12400 Wilshire Boulevard Seventh Floor
Los Angeles, CA 90025

Note: A certificate of mailing can only be used for domestic mailings of the Fee(s) Transmittal. This certificate cannot be used for any other accompanying papers. Each additional paper, such as an assignment or formal drawing, must have its own certificate of mailing or transmission.

Certificate of Mailing or Transmission

I hereby certify that this Fee(s) Transmittal is being deposited with the United States Postal Service with sufficient postage for first class mail in an envelope addressed to the Mail Stop ISSUE FEE address above, or being facsimile transmitted to the USPTO (571) 273-2885, on the date indicated below.

(Depositor's name)
(Signature)
(Date)

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/276,021	03/25/1999	KHALID YOUSSEFF	024/1	1550

TITLE OF INVENTION: RAPID TRAINING ECHO CANCELLOR FOR TELECOMMUNICATIONS SYSTEM

APPLN. TYPE	SMALL ENTITY	ISSUE FEE DUE	PUBLICATION FEE DUE	PREV. PAID ISSUE FEE	TOTAL FEE(S) DUE	DATE DUE
nonprovisional	NO	\$1400	\$0	\$0	\$1400	11/22/2006

EXAMINER	ART UNIT	CLASS-SUBCLASS
HAROLD, JEFFEREY F	2614	379-406010

1. Change of correspondence address or indication of "Fee Address" (37 CFR 1.363).

- ☐ Change of correspondence address (or Change of Correspondence Address form PTO/SB/122) attached.
- ☐ "Fee Address" indication (or "Fee Address" Indication form PTO/SB/47; Rev 03-02 or more recent) attached. Use of a Customer Number is required.

2. For printing on the patent front page, list

- (1) the names of up to 3 registered patent attorneys or agents OR, alternatively,
- (2) the name of a single firm (having as a member a registered attorney or agent) and the names of up to 2 registered patent attorneys or agents. If no name is listed, no name will be printed.

1	_____
2	_____
3	_____

3. ASSIGNEE NAME AND RESIDENCE DATA TO BE PRINTED ON THE PATENT (print or type)

PLEASE NOTE: Unless an assignee is identified below, no assignee data will appear on the patent. If an assignee is identified below, the document has been filed for recordation as set forth in 37 CFR 3.11. Completion of this form is NOT a substitute for filing an assignment.

(A) NAME OF ASSIGNEE

(B) RESIDENCE: (CITY and STATE OR COUNTRY)

Please check the appropriate assignee category or categories (will not be printed on the patent): ☐ Individual ☐ Corporation or other private group entity ☐ Government

4a. The following fee(s) are submitted:

- ☐ Issue Fee
- ☐ Publication Fee (No small entity discount permitted)
- ☐ Advance Order - # of Copies _____

4b. Payment of Fee(s): (Please first reapply any previously paid issue fee shown above)

- ☐ A check is enclosed.
- ☐ Payment by credit card. Form PTO-2038 is attached.
- ☐ The Director is hereby authorized to charge the required fee(s), any deficiency, or credit any overpayment, to Deposit Account Number _____ (enclose an extra copy of this form).

5. Change in Entity Status (from status indicated above)

- ☐ a. Applicant claims **SMALL ENTITY** status. See 37 CFR 1.27.
- ☐ b. Applicant is no longer claiming **SMALL ENTITY** status. See 37 CFR 1.27(g)(2).

NOTE: The Issue Fee and Publication Fee (if required) will not be accepted from anyone other than the applicant; a registered attorney or agent; or the assignee or other party in interest as shown by the records of the United States Patent and Trademark Office.

Authorized Signature _____

Date _____

Typed or printed name _____

Registration No. _____

This collection of information is required by 37 CFR 1.311. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, Virginia 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450.

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
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www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/276,021	03/25/1999	KHALID YOUSSEFF	024/1	1550

7590 08/22/2006
Gregory D Caldwell
Blakely Sokoloff Taylor & Zafman LLP
12400 Wilshire Boulevard Seventh Floor
Los Angeles, CA 90025

EXAMINER	
HAROLD, JEFFEREY F	
ART UNIT	PAPER NUMBER

2614
DATE MAILED: 08/22/2006

Determination of Patent Term Extension under 35 U.S.C. 154 (b) (application filed after June 7, 1995 but prior to May 29, 2000)

The Patent Term Extension is 0 day(s). Any patent to issue from the above-identified application will include an indication of the 0 day extension on the front page.

If a Continued Prosecution Application (CPA) was filed in the above-identified application, the filing date that determines Patent Term Extension is the filing date of the most recent CPA.

Applicant will be able to obtain more detailed information by accessing the Patent Application Information Retrieval (PAIR) WEB site (<http://pair.uspto.gov>).

Any questions regarding the Patent Term Extension or Adjustment determination should be directed to the Office of Patent Legal Administration at (571)-272-7702. Questions relating to issue and publication fee payments should be directed to the Customer Service Center of the Office of Patent Publication at 1-(888)-786-0101 or (571)-272-4200.

Date	9/22/2006 <input checked="" type="checkbox"/>	Client: Intel Corporation
Docket Initials		42390.P8950
Dock. Sup. Initials		
Atty Initials		EHT GDC MJM IXJ
Pat/Ser/Reg	276021	
Description:		43r
Reminder - Issue fee due: 11/22/2006		
8/24/2006	Sandy Lingard	587333

Date	11/22/2006 <input checked="" type="checkbox"/>	Client: Intel Corporation
Docket Initials		42390.P8950
Dock. Sup. Initials		
Atty Initials		EHT GDC MJM IXJ
Pat/Ser/Reg	276021	
Description:		43 x
Issue fee due		
8/24/2006	Sandy Lingard	587332

Notice of Allowability

Application No.

09/276,021

Examiner

Jefferey F. Harold

Applicant(s)

YOUSSEFF, KHALID

Art Unit

2614

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address--

All claims being allowable, PROSECUTION ON THE MERITS IS (OR REMAINS) CLOSED in this application. If not included herewith (or previously mailed), a Notice of Allowance (PTOL-85) or other appropriate communication will be mailed in due course. THIS NOTICE OF ALLOWABILITY IS NOT A GRANT OF PATENT RIGHTS. This application is subject to withdrawal from issue at the initiative of the Office or upon petition by the applicant. See 37 CFR 1.313 and MPEP 1308.

1. ☒ This communication is responsive to 7/27/06.
2. ☒ The allowed claim(s) is/are 1-11.
3. ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
 - a) ☐ All b) ☐ Some* c) ☐ None of the:
 1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this national stage application from the International Bureau (PCT Rule 17.2(a)).

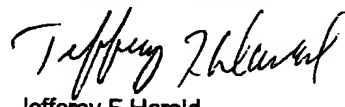
* Certified copies not received: _____.

Applicant has THREE MONTHS FROM THE "MAILING DATE" of this communication to file a reply complying with the requirements noted below. Failure to timely comply will result in ABANDONMENT of this application.
THIS THREE-MONTH PERIOD IS NOT EXTENDABLE

4. ☐ A SUBSTITUTE OATH OR DECLARATION must be submitted. Note the attached EXAMINER'S AMENDMENT or NOTICE OF INFORMAL PATENT APPLICATION (PTO-152) which gives reason(s) why the oath or declaration is deficient.
 5. ☐ CORRECTED DRAWINGS (as "replacement sheets") must be submitted.
 - (a) ☐ including changes required by the Notice of Draftsperson's Patent Drawing Review (PTO-948) attached
 - 1) ☐ hereto or 2) ☐ to Paper No./Mail Date _____.
 - (b) ☐ including changes required by the attached Examiner's Amendment / Comment or in the Office action of Paper No./Mail Date _____.
- Identifying indicia such as the application number (see 37 CFR 1.84(c)) should be written on the drawings in the front (not the back) of each sheet. Replacement sheet(s) should be labeled as such in the header according to 37 CFR 1.121(d).
6. ☐ DEPOSIT OF and/or INFORMATION about the deposit of BIOLOGICAL MATERIAL must be submitted. Note the attached Examiner's comment regarding REQUIREMENT FOR THE DEPOSIT OF BIOLOGICAL MATERIAL.

Attachment(s)

1. ☐ Notice of References Cited (PTO-892)
2. ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3. ☐ Information Disclosure Statements (PTO-1449 or PTO/SB/08), Paper No./Mail Date _____
4. ☐ Examiner's Comment Regarding Requirement for Deposit of Biological Material
5. ☐ Notice of Informal Patent Application (PTO-152)
6. ☐ Interview Summary (PTO-413), Paper No./Mail Date _____
7. ☐ Examiner's Amendment/Comment
8. ☐ Examiner's Statement of Reasons for Allowance
9. ☐ Other _____


Jefferey F. Harold
Primary Examiner
Art Unit: 2614

<u>Client No.</u>	<u>Matter No.</u>	<u>Title</u>	Intel Corporation	<u>Status:</u>
42390	P8950	RAPIDLY TRAINING ECHO CANCELLING SYSTEM		ACTIVE
42390	P8950V2	RAPIDLY TRAINING ECHO CANCELLING SYSTEM - VOLUME 2		ACTIVE

Exhibit

G

Kristin Morrow

From: Tim Santoni [TSantoni@Santoni-Investigations.com]
Sent: Wednesday, November 01, 2006 11:55 AM
To: Kristin Morrow
Subject: Khalid Yousseff (locate)
Importance: High

Kristin,

Your subject, Khalid Yousseff aka Khalid S. Yousseff aka Mohammed K. Yousseff, is identified with a social security number of [REDACTED] and previously resided in New Jersey and Illinois.

At this time we have not been able to locate a current residential address for your subject. We spoke to the current residents of 224 Lembeck Avenue, Apt. 2, and they tell us that people call them looking for Khalid and that Khalid still receives mail there, but that he hasn't been around for over year as they have lived there for at least a year.

Our limited credit header searches indicate that your subject most recently reports the Lembeck address, but that was in July of 2001. There have been no subsequent credit header updates.

According to our records your subject falls off the map in late 2001.

We believe your subject's wife is identified as Amre Yousseff aka Amre Samir Yousseff and she falls off the map last in 2001 as well.

We have attempted to track down relatives, siblings, etc., but have had no luck.

As you advised your subject may have left the country.

If our records are correct the patent in question was filed in 2002 by Khalid Yousseff and Intel Corporation.

Do you need a formal declaration of our efforts or is our standard report format sufficient?

Thank you,

Timothy J. Santoni
TSantoni@Santoni-Investigations.com

Santoni, Skrifvars & Damerell Investigations
www.Santoni-Investigations.com
T 714.544.2239 or 800.966.5715
F 714.544.7813

THE FOREGOING IS CONFIDENTIAL, MAY BE ATTORNEY/CLIENT PRIVILEGED AND MAY CONSTITUTE ATTORNEY WORK PRODUCT. This message (including all attachments) is intended for the sole use of the individual(s) to whom it is addressed only, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the addressee, you are hereby notified that you may not read, use, copy, disclose, or distribute to anyone the message or any information contained in the message. If you have received this message in error, please immediately advise the sender by reply email and delete this message. Thank you.

11/1/2006

Exhibit

H



42390. PG950
UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JULY 11, 2003

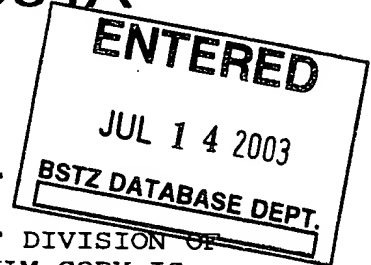
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BLAKELY, SOKOLOFF, TAYLOR & ET AL
EDWIN H. TAYLOR
12400 WILSHIRE BOULEVARD, 7TH FLOOR
LOS ANGELES, CALIFORNIA 90025

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/10/2003

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NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

DIALOGIC CORPORATION

DOC DATE: 06/11/2003

ASSIGNEE:

INTEL CORPORATION
2200 MISSION COLLEGE BLVD.
SANTA CLARA, CALIFORNIA 95052

SERIAL NUMBER: 09276021

FILING DATE: 03/25/1999

PATENT NUMBER:


ISSUE DATE:

SAUNDRA BALLENGER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		Internal Address: _____			
3. Nature of Conveyance <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:		Street Address: <u>2200 Mission College Blvd.</u>			
Execution Date(s): <u>6/11/03</u>		City: <u>Santa Clara</u> State/Province: <u>CA</u> Zip: <u>95052</u>			
4. Application Number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____		Country: _____			
A. Patent Application No.(s) <u>09/276,021</u>		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
B. Patent No.(s)					
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Blakely, Sokoloff, Taylor & Zafman LLP</u> Internal Address: _____ Street Address: <u>12400 Wilshire Boulevard, 7th Floor</u> City: <u>Los Angeles</u> State: <u>California</u> Zip: <u>90025</u>		6. Total number of applications and patents involved: <u>1</u>			
		7. Total Fee (37 CFR 3.41).....\$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorization to charge deposit account			
		8. Deposit Account Number: <u>02-2666</u> (Attach duplicate copy of this page if paying by deposit account)			
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Edwin H. Taylor, Reg. No. 25,129				July 9, 2003	
Name of Person Signing		Signature		Date	
Total number of pages including cover sheet, attachments, and document: <u>4</u>					

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Attorney Docket No. 42390.P8950

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Fax Number: (703) 306-5995 Telephone No.: (703) 308-9723
From: Edwin H. Taylor, Esq.
Date: July 10, 2003 Time:
Operator: Matter: 042390:P8950
Number of pages including cover sheet: 5
Application No.: 09/276,021
Filed: March 25, 1999
For: "RAPID TRAINING ECHO CANCELLING FOR TELECOMMUNICATIONS SYSTEM"

Enclosed are the following documents

- Assignment Recordation Form Cover Sheet
- Assignment Document from Dialogic Corporation to Intel Corporation
- Exhibit A (noting application being assigned)

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Dialogic Corporation**

Additional name(s) of conveying party(ies) attached?

☒ No ☐ Yes

3. Nature of Conveyance

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date(s): **6/11/03**

2. Name and address of receiving party(ies):

Name: **Intel Corporation**

Internal Address:

Street Address: **2200 Mission College Blvd.**

City: **Santa Clara** State/Province: **CA** Zip: **95052**

Country:

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application Number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) **09/276,021**

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Blakely, Sokoloff, Taylor & Zafman LLP**

Internal Address:

Street Address: **12400 Wilshire Boulevard, 7th Floor**

City: **Los Angeles** State: **California** Zip: **90025**

6. Total number of applications and patents involved: **1**

7. Total Fee (37 CFR 3.41).....\$ **40.00**

☐ Enclosed

☒ Authorization to charge deposit account

8. Deposit Account Number:

02-2666

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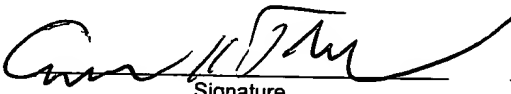
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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to the deposit account are authorized, as indicated herein.

Edwin H. Taylor, Reg. No. 25,129

Name of Person Signing



Signature

July 9, 2003

Date

Total number of pages including cover sheet, attachments, and document: **4**

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Washington, D.C. 20231

Attorney Docket No. 42390.P8950

Assignment of Legal Title to Patents

Whereas, Dialogic Corporation, (hereinafter ASSIGNOR) is the sole and exclusive owner of certain patent applications listed in Exhibit A annexed hereto (collectively referred to as the "Patents"); and

Whereas Intel Corporation, a Delaware corporation, with an office at 2200 Mission College Blvd., California 95052, (hereinafter INTEL) is desirous of acquiring bare legal title to and under the Patents for the sole purpose of registering the Patents in the name of INTEL in the U.S. Patent Office; and

Whereas ASSIGNOR is a subsidiary of INTEL.

Now, Therefore,

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby transfer to INTEL, bare legal title to the Patents, and bare legal title to any inventions claimed in said Patents, any reissue or reissues of said Patents already granted and which may be granted, and any certificates of reexamination already granted and which may be granted, the bare legal title to same to be held by INTEL, to the end of the term or terms for which said Patents are or may be granted, reissued or extended as fully and entirely as such bare legal title would have been held and enjoyed by ASSIGNOR if this assignment had not been made. Nothing in this Assignment of Legal Title to Patents shall be construed as transferring to Intel beneficial ownership of the Patents, which beneficial ownership, including the right to use, license, divide, exploit and dispose of the rights to and under such Patents (other than bare legal title), shall continue to be held by ASSIGNOR.

ASSIGNOR, hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patents of the United States on said inventions to INTEL as assignee of bare legal title to the Patents, and hereby covenants that ASSIGNOR has full right to convey the legal title herein assigned, and that, except as otherwise provided between the

parties, ASSIGNOR has not executed, and will not execute, any agreements in conflict therewith.

ASSIGNOR and INTEL hereby agree that bare legal title to the Patents transferred under this agreement shall revert back to ASSIGNOR when more than 20 percent of every class of equity of ASSIGNOR is transferred to a third party.

In Witness Whereof, ASSIGNOR and INTEL, by their duly authorized representatives, have executed this Assignment.

DATE: 6/11/03

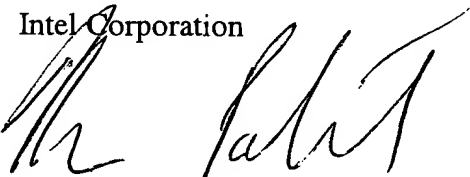
DATE: 6/11/03

By: Nancy Palmintere

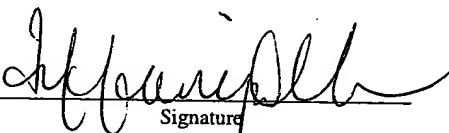
By: Tiffany Doon Silva

Title: Vice President
Intel Corporation

Title: Assistant Secretary
Dialogic Corporation



Signature



Signature

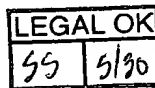


EXHIBIT A

Serial Number	Docket Number	Title	Filing Date
09/276,021	42390P8950	Rapid Training Echo Cancellor For Telecommunications System	03/25/99

Exhibit

I



DIALOGIC CORPORATION
1515 Route Ten, Parsippany, New Jersey 07054

Page 1 of 2

EMPLOYEE PROPRIETARY INFORMATION & INNOVATION AGREEMENT

Employee: Khalid Youssef
Print Full Name

THIS AGREEMENT made between me, the above named person, and Dialogic Corporation, herein after referred to as "Dialogic" or "the Corporation". WITNESSETH:

Dialogic has developed and used technical and non-technical information vital to the success of the Corporation's business. Generally, Dialogic employees become acquainted with this information and, depending on job assignments and responsibilities, may contribute to it either through inventions, discoveries, improvements, computer programs, mask works, works for authorship (collectively called "Innovations"), or through studies, analyses, proposals, business plans (collectively called "Work for Hire") or otherwise. Therefore it is necessary for Dialogic to protect certain of this technical and non-technical information generated by its employees by holding it as proprietary and confidential, or by obtaining statutory protection (patents, trademarks, mask works, copyrights) or common law protection (trade secrets) or both.

In consideration of and as part of the terms of my employment by Dialogic and the salary or wages paid me during such employment, it is hereby agreed:

1. PROPRIETARY INFORMATION

I shall not, except as authorized by the Corporation, at any time during or after my employment directly or indirectly disclose to any other person or entity any proprietary or sensitive information of the Corporation or of others (collectively called "Proprietary Information"), which has come into the Corporation's or my possession in the course of my employment with the Corporation: nor shall I use any such Proprietary Information for my personal use or advantage or make it available to others. Proprietary Information includes existing and contemplated technical information such as, for example, compositions, formulas, products, processes, methods, systems, designs, specifications, mask works, testing or evaluation procedures, machines, manufacturing procedures, production techniques, research and development activities, inventions, discoveries and improvements and also existing and contemplated business, marketing and financial information such as, for example, business plans and methods, marketing information, cost estimates, forecast, financial data, new business acquisition/proposal information, customer identification, and sources of supply.

All information, both technical and non-technical, regarding the Corporation's businesses in whatever form, including but not limited to text, drawing, mask works, or computer software programs or documents, is presumed to be proprietary and confidential until it becomes public information lawfully and without breach of confidential obligation.

2. INNOVATIONS

I agree to disclose promptly and fully to the Corporation all Innovations and/or Work for Hire, whether or not patentable, copyrightable or registerable, including but not limited to products, processes, methods, systems, designs, techniques, mask works, computer programs, facilities, equipment, prototypes, and devices that have been or may be conceived, made or authored by me solely or jointly with others during the period of my employment with the Corporation; (a) which are along the lines of or relate to the business, work, or investigations of the Corporation or of any company with which it is affiliated; (b) which result from or arise out of any work that I may do for or on behalf of the Corporation; (c) which result from or arise out of any Proprietary Information that may have been disclosed or otherwise made available to me as a result of duties assigned me by the Corporation; or (d) that are otherwise made through the use of the Corporation's time, facilities, or materials. All such Innovations and Work for Hire shall be the sole and exclusive property of Dialogic and I hereby assign to the Corporation all of my right, title and interest therein.

3. EXECUTION OF DOCUMENTS

I also agree to execute assignments to the Corporation or its assigns, nominees, or successors of all my right, title or interest in and to: (a) any and all Innovations described in paragraph 2 above; (b) any and all patent, trademark, copyright and mask works registration applications therefor; (c) all priority rights acquired under the International Convention for Protection of Industrial Property by filing of such applications; and (d) all patents, trademark, copyright and mask works registrations that may be granted therefor throughout the world. I further agree during and after my employment to sign all lawful papers and otherwise assist without charge and in every lawful way the Corporation and its assigns, nominees or successors at its or their request to obtain, and sustain such patents, trademark, copyright and mask works registrations for its benefit in any and all countries.

**EMPLOYEE PROPRIETARY INFORMATION & INNOVATION AGREEMENT**Employee: Khalid Youssef
Print Full Name**4. NOTICE OF RIGHTS UNDER STATE STATUTES**

No provision in this agreement is intended to require assignment of any of my rights in an invention for which no equipment, supplies, facilities, or trade secret information of the Corporation was used, and which was developed entirely on my own time, unless such invention (1) relates to the business of the Corporation or to the actual or demonstrably anticipated research or development of the Corporation; or (2) results from any work performed by me for the Corporation.

5. RECORDS AND DOCUMENTS

All record, documents, and other writings including text, drawings, computer software programs, mask works or works of authorship relating to or containing Proprietary Information as defined above, and which are prepared or created by me, or which may come into my possession during my employment, are deemed to be the property of the Corporation. Upon termination of my employment, I agree to leave all such records, documents, and writings and all copies thereof with the Corporation.

6. LEGALLY BINDING AGREEMENT

This Agreement shall be binding upon my, my heirs, administrators, assigns, executors, or other legal representatives and shall be binding upon and more to the benefit of Dialogic, its assigns, nominees or successors, however, neither this Agreement nor any provision thereof shall be construed to be an employment agreement. I agree that either during or after my employment the Corporation may advise others of the existence of this agreement and the provision of all or any part thereof.

7. PRIOR INVENTIONS

Listed and briefly described below are all inventions not previously assigned to my former employers and which I conceived and made prior to my employment with Dialogic. Such listed inventions are not included under this Agreement. I agree to notify the Corporation promptly in writing if their actual or projected use comes to my attention. I also agree that I will not disclose to or use on behalf of Dialogic any proprietary or confidential information of any third party without authorization therefrom.

DIALOGIC CORPORATIONBy: Alan Hixty
Staffing Manager**EMPLOYEE**Signature of Employee: Khalid Youssef
Date: 8/25/97

The following list represents my previous inventions and other created innovations not previously assigned to my former employers which I conceived prior to my employment with Dialogic:

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